

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
OFFICE OF LEGAL COUNSEL, REGULATIONS, AND ADMINISTRATIVE
HEARINGS
55 FARMINGTON AVENUE
HARTFORD, CT 06105-3725

██████████, 2015
Signature Confirmation

Client ID# ██████████
Request # 685593

NOTICE OF DECISION

PARTY

██████████
C/O Attorney ██████████
██████████
██████████

PROCEDURAL BACKGROUND

On ██████████, 2015, the Department of Social Services (the "Department") sent ██████████ (the "Appellant") authorized representative, Attorney ██████████ (her "Attorney") a Final Decision Notice that she had transferred \$37,493.00 to become eligible for Medicaid, and that the Department was imposing a penalty period of ineligibility for Medicaid payment of long term care services beginning ██████████ 2014 and ending ██████████ 2015.

On ██████████, 2015, the Department sent the Attorney a notice of action ("NOA") that the Appellant's application for Medicaid was denied for the period from ██████████ 2014 through ██████████ 2014 because of the penalty period previously imposed, and was denied for the period after ██████████ 2014 because the Appellant died on that date and was no longer living in a nursing home.

On ██████████, 2015, the Attorney requested an administrative hearing on behalf of the Appellant to contest the Department's penalty determination.

On ██████████, 2015, the Office of Legal Counsel, Regulations, and Administrative Hearings ("OLCRAH") sent the Attorney a notice that he is not authorized to request a fair hearing for the Appellant unless he is so designated by the executor of the Appellant's estate, or by a child of the Appellant.

On ██████████, 2015, OLCRAH received a *Designation of Authorized Representative for Administrative Hearing* from the Appellant's son, ██████████

On [REDACTED] 2015, OLCRAH issued a notice scheduling the administrative hearing for [REDACTED] 2015.

On [REDACTED] 2015, OLCRAH rescheduled the hearing for [REDACTED] 2015 because the Attorney was unavailable on the previously scheduled date.

On [REDACTED], 2015, OLCRAH rescheduled the hearing for [REDACTED], 2015 because the Attorney requested a one-month continuance for time to negotiate with the Department.

On [REDACTED], 2015, OLCRAH rescheduled the hearing for [REDACTED] 2015 because the Attorney requested an additional one-month continuance to continue negotiating with the Department.

On [REDACTED], 2015, OLCRAH rescheduled the hearing for [REDACTED] 2015 at the Attorney's request, because a key witness was unavailable to testify on the previously scheduled date.

On [REDACTED] 2015, in accordance with sections 17b-60, 17b-61, and 4-176e to 4-189, inclusive, of the Connecticut General Statutes, the OLCRAH held an administrative hearing. The following individuals were present at the hearing:

Attorney [REDACTED], representative for the Appellant's sons
 [REDACTED] Appellant's son
 [REDACTED] Appellant's son
 John DiLeonardo, Department's representative
 James Hinckley, Hearing Officer

The hearing record was held open until [REDACTED], 2015 for the Appellant to provide additional evidence. After the Appellant responded, the Department requested additional time to review and respond to the new evidence and the time the record was held open was extended until [REDACTED], 2015 for the Department and until [REDACTED] 2015 for the Appellant. On [REDACTED] 2015, the hearing record closed.

STATEMENT OF THE ISSUE

1. The issue is whether the Department's decision to impose a Transfer of Assets ("TOA") penalty beginning [REDACTED] 2014 and ending [REDACTED] 2015 for \$37,493.00 in transfers by the Appellant, is correct.

FINDINGS OF FACT

1. On [REDACTED] 2012, the Appellant entered Masonicare, a long term care facility.

2. As of [REDACTED], 2012, the Appellant owned a condominium unit located at [REDACTED] (the "condominium" or "Condo") which was her primary residence prior to being admitted to the long term care facility. (Record)
3. On [REDACTED] 2013, the Appellant entered into a Care-Giver Employment Contract ("Agreement #1") with her son, [REDACTED] which refers to the Appellant as the ("Employer") and [REDACTED] as the ("Care-Giver"). (Ex. 4: Appellant's Care-Giver Employment Contract with [REDACTED])
4. On [REDACTED] 2013, the Appellant entered into a Care-Giver Employment Contract ("Agreement #2") with her son, [REDACTED] which refers to the Appellant as the ("Employer") and [REDACTED] as the ("Care-Giver"). (Ex. 8: Appellant's Care-Giver Employment Contract with [REDACTED])
5. The Contracts referred to in Facts #3 and #4 both state in part that the care-givers agree to provide the following types of services: housekeeping, laundry/change linens, garbage removal, dishwashing, errand running, grocery shopping, transportation, meal preparation, bathing/grooming, dressing, getting out of bed, getting around, feeding, nutrition/diet, exercise and medication reminders. Each contract provides that it surpasses all prior communications, either written or oral, concerning the subject matter of the agreement. Each contract provides for the employer to pay the care-giver weekly at the rate of \$20.00 per hour for any of the services provided. (Ex. 4, Ex. 8)
6. Contract #1 includes a handwritten notation which states, "Also: 5-12 hours/week @ \$20/hour Maintenance Work". (Ex. 4)
7. Contract #2 includes a handwritten notation which states, "Also: 5-12 hours/week @ \$20/hour Administrative Work Managing day-to-day affairs [REDACTED]". (Ex. 8)
8. The handwritten notations on Contract #1 and Contract #2 referred to in Facts #6 and #7 were made later by the Attorney's paralegal assistant and were not part of the language of the original signed contracts. (Attorney's testimony)

Whether monetary payments were transfers

9. In [REDACTED] 2013, the Appellant paid [REDACTED] \$432.00 for 24 hours of work cleaning and maintaining her condominium and moving furniture and personal goods. (Ex. A: [REDACTED] reconciliation of wages paid to [REDACTED] and [REDACTED] per the agreement)
10. In [REDACTED] 2013, the Appellant paid [REDACTED] \$396.00 for 22 hours of bookkeeping and administrative work including a telephone conference with a CPA and a meeting with a real estate agent to discuss the sale of the Condo. (Ex. A)

11. In [REDACTED] 2013, the Appellant paid [REDACTED] \$828.00 for 46 hours of maintenance work on condo, moving furniture and cleaning. (Ex. A)
12. In [REDACTED] 2013, the Appellant paid [REDACTED] \$756.00 for 42 hours of administrative work including meeting with agent to list condo, meeting with accountant, and taxes. (Ex. A)
13. In [REDACTED] 2013, the Appellant paid [REDACTED] \$576.00 for 32 hours of general maintenance work. (Ex. A)
14. In [REDACTED] 2013, the Appellant paid [REDACTED] \$594.00 for 33 hours of general administrative work. (Ex. A)
15. In [REDACTED] 2013, the Appellant paid [REDACTED] \$774.00 for 43 hours of general maintenance work. (Ex. A)
16. In [REDACTED] 2013, the Appellant paid [REDACTED] \$738.00 for 41 hours of general administrative work. (Ex. A)
17. In [REDACTED] 2013, the Appellant paid [REDACTED] \$666.00 for 37 hours of general maintenance work. (Ex. A)
18. In [REDACTED] 2013, the Appellant paid [REDACTED] \$540.00 for 30 hours of general administrative work. (Ex. A)
19. In [REDACTED] 2013, the Appellant paid [REDACTED] \$594.00 for 33 hours of general maintenance work. (Ex. A)
20. In [REDACTED] 2013, the Appellant paid [REDACTED] \$576.00 for 32 hours of general administrative work. (Ex. A)
21. In [REDACTED] 2013, the Appellant paid [REDACTED] \$792.00 for 44 hours of general maintenance work. (Ex. A)
22. In [REDACTED] 2013, the Appellant paid [REDACTED] \$702.00 for 39 hours of general administrative work. (Ex. A)
23. In [REDACTED] 2013, the Appellant paid [REDACTED] \$648.00 for 36 hours of general maintenance work. (Ex. A)
24. In [REDACTED] 2013, the Appellant paid [REDACTED] \$576.00 for 32 hours of general administrative work. (Ex. A)
25. In [REDACTED] 2013, the Appellant paid [REDACTED] \$630.00 for 35 hours of general maintenance work. (Ex. A)

26. In [REDACTED] 2013, the Appellant paid [REDACTED] \$540.00 for 30 hours of general administrative work. (Ex. A)
27. In [REDACTED] 2013, the Appellant paid [REDACTED] \$792.00 for 44 hours of general maintenance work. (Ex. A)
28. In [REDACTED] 2013, the Appellant paid [REDACTED] \$738.00 for 41 hours of general administrative work. (Ex. A)
29. In [REDACTED] 2013, the Appellant paid [REDACTED] \$648.00 for 36 hours of general maintenance work. (Ex. A)
30. In [REDACTED] 2013, the Appellant paid [REDACTED] \$612.00 for 34 hours of general administrative work. (Ex. A)
31. In [REDACTED] 2014, the Appellant paid [REDACTED] \$828.00 for 46 hours of general maintenance work. (Ex. A)
32. In [REDACTED] 2014, the Appellant paid [REDACTED] \$756.00 for 42 hours of general administrative work. (Ex. A)
33. In [REDACTED] 2014, the Appellant paid [REDACTED] \$666.00 for 37 hours of general maintenance work. (Ex. A)
34. In [REDACTED] 2014, the Appellant paid [REDACTED] \$594.00 for 33 hours of general administrative work. (Ex. A)
35. In [REDACTED] 2014, the Appellant paid [REDACTED] \$630.00 for 35 hours of general maintenance work. (Ex. A)
36. In [REDACTED] 2014, the Appellant paid [REDACTED] \$648.00 for 36 hours of general administrative work. (Ex. A)
37. In [REDACTED] 2014, the Appellant paid [REDACTED] \$648.00 for 36 hours of general maintenance work. (Ex. A)
38. In [REDACTED] 2014, the Appellant paid [REDACTED] \$612.00 for 34 hours of general administrative work. (Ex. A)
39. In [REDACTED] 2014, the Appellant paid [REDACTED] \$810.00 for 45 hours of general maintenance work. (Ex. A)
40. In [REDACTED] 2014, the Appellant paid [REDACTED] \$720.00 for 40 hours of general administrative work. (Ex. A)
41. On [REDACTED] 2014, the Appellant's Condo unit was sold. (Ex. 2: Packet of

documents related to sale of Condo)

42. In [REDACTED] 2014, the Appellant paid [REDACTED] \$576.00 for 32 hours of general administrative work. (Ex. A)
43. In [REDACTED] 2014, the Appellant paid [REDACTED] \$540.00 for 30 hours of general administrative work. (Ex. A)
44. In [REDACTED] 2014, the Appellant paid [REDACTED] \$594.00 for 33 hours of general administrative work. (Ex. A)
45. In [REDACTED] 2014, the Appellant paid [REDACTED] \$522.00 for 29 hours of general administrative work. (Ex. A)
46. In [REDACTED] 2014, the Appellant paid [REDACTED] \$738.00 for 41 hours of general administrative work. (Ex. A)
47. In [REDACTED] 2014, the Appellant paid [REDACTED] \$648.00 for 36 hours of general administrative work. (Ex. A)
48. In [REDACTED] 2014, the Appellant paid [REDACTED] \$666.00 for 37 hours of general administrative work. (Ex. A)
49. In [REDACTED] 2014, the Appellant paid [REDACTED] \$594.00 for 33 hours of general administrative work. (Ex. A)
50. In [REDACTED] 2014, the Appellant paid [REDACTED] \$828.00 for 46 hours of general administrative work. (Ex. A)
51. In [REDACTED] 2014, the Appellant paid [REDACTED] \$738.00 for 41 hours of general administrative work. (Ex. A)
52. It is credible that in [REDACTED] 2013 and [REDACTED] 2013, [REDACTED] performed 70 hours of work on the Appellant's Condo to upgrade its condition in anticipation of listing the property for sale. (Facts #9 and #11, [REDACTED] testimony)
53. None of the services described in Findings of Fact #9, #11 and #52 are services that [REDACTED] agreed to provide the Appellant pursuant to his Care-Giver Employment Contract with the Appellant (Agreement #1); the handwritten notation on Agreement #1 regarding Maintenance work was added afterward by the Attorney's paralegal assistant. (Facts #5, #6, #8)
54. It is credible that in [REDACTED] 2013 and [REDACTED] 2013, [REDACTED] performed 64 hours of work for the Appellant including tax preparation, meeting and having a telephone conference with a CPA, and meeting with a real estate agent to discuss selling the Condo. (Facts #10 and #12, [REDACTED] testimony)

55. None of the services described in Findings of Fact #10, #12 and #54 are services that ██████████ agreed to provide the Appellant pursuant to his Care-Giver Employment Contract with the Appellant (Agreement #2); the handwritten notation on Agreement #2 regarding Administrative work was added afterward by the Attorney's paralegal assistant. (Facts #5, #7, #8)
56. I do not find credible that between ██████ 2013 and ██████ 2014, ██████████ performed 539 additional hours of general maintenance on the Appellant's vacant condominium unit, after he had already performed 70 hours of work in ██████ 2013 and ██████ 2013 cleaning and upgrading the interior of the unit. (Facts #13,#15,#17,#19,#21,#23,#25,#27,#29,#31,#33,#35,#37 and #39)
57. I do not find credible that between ██████ 2013 and ██████ 2014, ██████████ performed 666 additional hours of general administrative work for the Appellant while she was residing in a nursing facility, after he had already performed 64 hours of administrative work for her in ██████ 2013 and ██████ 2013, putting her affairs in order.
(Facts #14,#16,#18,#20,#22,#24,#26,#28,#30,#32,#34,#36,#38,#40,#43,#45,#47, #49 & #51)
58. I do not find credible that between ██████ 2014 and ██████ 2014, after the Appellant's Condo was sold, ██████ ██████████ who had previously only performed maintenance work for the Appellant, performed 189 hours of general administrative work for the Appellant while she resided in a nursing facility, and performed the work during the same period that ██████████ claims that he also performed 169 hours of general administrative work for the Appellant. (Facts #42 through #51)
59. For all of the hours of general maintenance or general administrative work claimed to have been performed by ██████████ or ██████████ in Findings of Fact #13 through #40 and #42 through #51, I do not find it credible that the work took the number of hours claimed.
60. Because there is no evidence in the record to support different amounts of time that it took ██████████ or ██████████ to perform the work described in FOF #13 through #40 and #42 through #51, other than the number of hours claimed by them, which I do not find credible, it is impossible to count any of the hours of work as compensation.
61. I do not find credible that the Appellant had preexisting oral agreements with her sons ██████████ and ██████████ which were later memorialized in the Care-Giver Employment Contracts created on ██████████ 2013.
62. Because there is no evidence in the record of the existence of any oral agreements prior to ██████████ 2013, other than the sons' claims that oral agreements existed,

which I do not find credible, it is impossible to count any compensation for payments claimed to be pursuant to any preexisting oral agreement.

Sale of the Condo

63. The Appellant's sons listed the Appellant's Condo for sale with a realtor through the Multiple Listing Service beginning around [REDACTED] 2013, and ending around [REDACTED] 2013. (Testimony)
64. The Condo was originally listed for \$67,500.00 and the price was later reduced to \$59,500.00. (Ex. D, p. 8: Listing information for Condo)
65. During the time the Condo was listed for sale the Appellant received only a single offer; on [REDACTED] 2013, the real estate agent sent an email to [REDACTED] Which stated in part, "Hi [REDACTED], Well, we finally have an offer, not a great one, but it's an offer", and which went on to detail an offer to purchase the Condo for \$45,000.00. (Testimony, Ex. D, p. 1: [REDACTED] 2013 email regarding offer to purchase Condo and supporting documentation)
66. The [REDACTED] 2013 offer to purchase the Condo for \$45,000.00 was rejected by the Appellant. (Testimony)
67. On [REDACTED] 2014, the Condo was sold to a relative of the Appellant for \$45,250.00, and a realtor was not used for the sale. (Ex. 2)
68. By not using a realtor for the sale of the Condo, the Appellant realized higher proceeds from the sale because the customary six percent sales commission charged by a realtor was avoided. (Appellant testimony)
69. The money realized from the sale of the Condo was primarily used to privately pay for the Appellant's cost of care at the long term care facility. (Appellant testimony)

Application for Medicaid

70. On [REDACTED] 2014, the Appellant applied to the Department for Medicaid to cover the cost of long term care. (record)
71. On [REDACTED], 2014 the Appellant died. (Record)
72. The Department determined through its examination of the Appellant's application and financial documentation that the Appellant made \$22,743.00 in cash transfers to her sons [REDACTED] and [REDACTED] during the look-back period. (Record)

73. On [REDACTED] 6, 2015, the Department's Resource Unit determined that the fair market value of the Condo at the time of sale, based on comparable sales data, was \$60,000.00, and that the Appellant did not receive fair market value when she sold the Condo to a relative on [REDACTED], 2014 for \$45,250.00. (Ex. 3: Resource Referral Remarks screen)
74. On [REDACTED] 2015, the Department sent the Appellant's Attorney a W-495A Transfer of Assets Preliminary Decision Notice informing her of its determination that she transferred assets for the purpose of qualifying for assistance by making \$22,743.00 in cash transfers, and by selling her Condo for \$14,750.00 less than its fair market value,. (Ex. 9: W-495A Transfer of Assets Preliminary Decision Notice)
75. On [REDACTED], 2015, the Appellant's Attorney sent the Department a rebuttal to its W-495A Preliminary Decision Notice claiming that the \$22,743.00 in payments were actually compensation to her sons for time spent helping the Appellant with financial paperwork, maintenance of her Condo and other miscellaneous tasks as called for in the caregiver agreements she had with them, and claiming that the Appellant received fair market value for her Condo because of its condition and the poor economy. (Ex. 7: Rebuttal to W-495A)
76. On [REDACTED], 2015, the Department sent the Appellant's Attorney a W-495C Transfer of Assets Final Decision Notice informing her of its decision that she transferred \$37,493.00 to become eligible for Medicaid and that the Department was imposing a penalty beginning on [REDACTED], 2014 and ending on [REDACTED] 2015. (Ex. 9: W-495C Transfer of Assets Final Decision Notice)
77. On [REDACTED] 2015, the Department sent the Appellant a NOA advising her that her Medicaid application was denied from [REDACTED] 2014 through [REDACTED], 2014 because of the transfer of assets penalty period, and afterward, because the Appellant died on [REDACTED] 2014 and no longer needs payment of long term care services after that date. (Ex. 10: NOA dated [REDACTED] 2015)

CONCLUSIONS OF LAW

1. The Department is the state agency that administers the Medicaid program pursuant to Title XIX of the Social Security Act. The Department may make such regulations as are necessary to administer the medical assistance program. Conn. Gen. Stat. § 17b-2; Conn. Gen. Stat. § 17b-262
2. The Department is the sole agency to determine eligibility for assistance and services under the programs it operates and administers. Conn. Gen. Stat. § 17b-261b(a)

3. The Department shall grant aid only if the applicant is eligible for that aid. Conn. Gen. Stat. § 17b-80(a)
4. The Department uses the policy contained in Chapter 3029 of the Uniform Policy Manual to evaluate asset transfers if the transfer occurred on or after [REDACTED], 2006. UPM § 3029.03
5. There is a period established, subject to the conditions described in chapter 3029, during which institutionalized individuals are not eligible for certain Medicaid services when they or their spouses dispose of assets for less than fair market value on or after the look-back date specified in UPM 3029.05(C). This period is called the penalty period or period of ineligibility. UPM § 3029.05(A)
6. The look-back date for transfers of assets is a date that is sixty months before the first date on which both the following conditions exist: 1) the individual is institutionalized; and 2) the individual is either applying for or receiving Medicaid. UPM § 3029.05(C)
7. The look-back date for the Appellant is [REDACTED], 2009.
8. Any disposition of property made on behalf of an applicant or recipient or the spouse of an applicant or recipient by a guardian, conservator, person authorized to make such disposition pursuant to a power of attorney, or other person so authorized by law shall be attributed to such applicant, recipient, or spouse. Conn. Gen. Stat. §17b-261(a); Uniform Policy Manual ("UPM") § 3029.05(D)
9. Any transfer or assignment of assets resulting in the imposition of a penalty period shall be presumed to be made with the intent, on the part of the transferor or the transferee, to enable the transferor to obtain or maintain eligibility for medical assistance. This presumption may be rebutted only by clear and convincing evidence that the transferor's eligibility or potential eligibility for medical assistance was not a basis for the transfer or assignment. Conn. Gen. Stat. § 17b-261a(a)
10. Compensation in exchange for a transferred asset is counted in determining whether fair market value was received. UPM § 3029.30
11. When an asset is transferred, compensation is counted when it is received at the time of the transfer or any time thereafter. UPM § 3029.30(A)
12. When the Appellant transferred \$432.00 to [REDACTED] in [REDACTED] 2013, and transferred \$828.00 to him in [REDACTED] 2013, she received compensation at or about the same time in the form of services, and the Department was incorrect when it determined that these payments were

subject to a transfer of assets penalty; despite maintenance services not being services of the type agreed to be performed for compensation in [REDACTED] care contract with the Appellant, compensation can be allowed because the services were provided at the same time as the transfers.

13. When the Appellant transferred \$396.00 to [REDACTED] in [REDACTED] 2013, and transferred \$756.00 to him in [REDACTED] 2013, she received compensation at or about the same time in the form of services, and the Department was incorrect when it determined that these payments were subject to a transfer of assets penalty; despite administrative services not being services of the type agreed to be performed for compensation in [REDACTED] care contract with the Appellant, compensation can be allowed because the services were provided at the same time as the transfers.
14. Exclusive of the \$2,412.00 in payments the Appellant made to [REDACTED] and [REDACTED] in [REDACTED] 2013 and [REDACTED] 2013, the remainder of the \$22,743.00 in cash transfers she made to her sons during the look-back period is subject to a transfer of assets penalty because there is no credible evidence that the Appellant received compensation for the remainder of the transfers, and no evidence exists to rebut the presumption that the transfers were made with the intent to enable the Appellant to obtain eligibility for medical assistance.
15. UPM § 3029.10(F) provides that an institutionalized individual, or his or her spouse, may transfer an asset without penalty if the individual provides clear and convincing evidence that he or she intended to dispose of the asset at fair market value.
16. When the Appellant sold her condominium on [REDACTED] 2014 for \$45,250.00, she did not sell it for less than its fair market value; when the property was listed for sale with a realtor for six months, with an original listing price of \$67,500.00, later reduced to \$59,500.00, only a single offer of \$45,000.00 was received, so the ultimate sales price of \$45,250.00 is supported by the actual market-determined value of the property.
17. The Department was incorrect to impose a transfer of assets penalty of \$14,750.00, or the difference between the \$60,000.00 value it estimated for the Condo and its \$45,250.00 sales price, because clear and convincing evidence exists that the Condo was not disposed of for less than its fair market value.
18. The Appellant transferred \$20,331.00 for the purpose of establishing eligibility for Medicaid (eliminating any penalty for selling the Condo for less than fair market value, and reducing the amount of the \$22,743.00 in cash payments to her sons that is subject to a penalty by the \$2,412.00 in payments for which she received fair market compensation [\$22,743.00, minus \$2,412.00, equals \$20,331.00])

19. UPM § 3029.05 provides that there is a period established, subject to the conditions described in this chapter, during which institutionalized individuals are not eligible for certain Medicaid services when they or their spouses dispose of assets for less than fair market value on or after the look-back date specified in 3029.05 C. This period is called the penalty period, or period of ineligibility.
20. UPM § 3029.05 (E)(2) provides that the penalty period begins as of the later of the following dates: the date on which the individual is eligible for Medicaid under Connecticut's State Plan and would otherwise be eligible for Medicaid payment of the LTC services described in 3029.05 B based on an approved application for such care but for the application of the penalty period, and which is not part of any other period of ineligibility caused by a transfer of assets.
21. The Appellant is subject to a penalty period beginning [REDACTED] 2014, the date that the Appellant was otherwise eligible for Medicaid payment of long-term care services.
22. UPM § 3029.05 (F) provides in part that the length of the penalty period consists of the number of whole and/or partial months resulting from the computation described in 3029.05 F. 2. The length of the penalty period is determined by dividing the total uncompensated value of all assets transferred on or after the look-back date described in 3029.05 C by the average monthly cost to a private patient for LTCF services in Connecticut. For applicants, the average monthly cost for LTCF services is based on the figure as of the month of application.
23. The average monthly cost of LTCF services in Connecticut as of the month of the Appellant's application was \$11,851.00.
24. The Appellant is subject to a penalty period of 1.72 months after dividing the \$20,331.00 uncompensated value of the transferred assets by the \$11,851.00 average monthly cost of LTCF services.

DISCUSSION

While the length of the TOA penalty period is reduced as a result of this decision, the Appellant remains ineligible for Medicaid for payment of Long Term Care because the end date of the reduced penalty period, [REDACTED], 2014, still extends beyond the Appellant's [REDACTED] 2014 date of death.

DECISION

The Appellant's appeal is **GRANTED IN PART AND DENIED IN PART.**

ORDER

The Department shall reduce the Appellant's TOA penalty to 1.72 months, beginning [REDACTED], 2014 and ending [REDACTED] 2014.

James Hinckley
Hearing Officer

cc: Lisa Wells, SSOM, New Haven
Brian Sexton, SSOM, New Haven
Bonnie Shizume , SSPM, New Haven

[REDACTED]

[REDACTED]

RIGHT TO REQUEST RECONSIDERATION

The Appellant has the right to file a written reconsideration request within 15 days of the mailing date of the decision on the grounds there was an error of fact or law, new evidence has been discovered or other good cause exists. If the request for reconsideration is granted, the Appellant will be notified within 25 days of the request date. No response within 25 days means that the request for reconsideration has been denied. The right to request a reconsideration is based on §4-181a(a) of the Connecticut General Statutes.

Reconsideration requests should include specific grounds for the request: for example, indicate what error of fact or law, what new evidence, or what other good cause exists.

Reconsideration requests should be sent to: Department of Social Services, Director, Office of Legal Counsel, Regulations, and Administrative Hearings, 55 Farmington Avenue, Hartford, CT 06105.

RIGHT TO APPEAL

The Appellant has the right to appeal this decision to Superior Court within 45 days of the mailing of this decision or 45 days after the Agency denies a petition for reconsideration of this decision, provided that the petition for reconsideration was filed timely with the Department. The right to appeal is based on §4-183 of the Connecticut General Statutes. To appeal, a petition must be filed at Superior Court. A copy of the petition must be served upon the Office of the Attorney General, 55 Elm Street, Hartford, CT 06106 or the Commissioner of the Department of Social Services, 55 Farmington Avenue, Hartford, CT 06105. A copy of the petition must also be served on all parties to the hearing.

The 45 day appeal period may be extended in certain instances if there is good cause. The extension request must be filed with the Commissioner of the Department of Social Services in writing no later than 90 days from the mailing of the decision. Good cause circumstances are evaluated by the Commissioner or his designee in accordance with §17b-61 of the Connecticut General Statutes. The Agency's decision to grant an extension is final and is not subject to review or appeal.

The appeal should be filed with the clerk of the Superior Court in the Judicial District of New Britain or the Judicial District in which the Appellant resides.